

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CIVIL ACTION NO. 04-11958-RGS

MARTIN J. GALVIN, JR., ED.D.,

Plaintiff,

vs.

**THE TOWN OF YARMOUTH, PETER
L. CARNES AND STEVEN XIARHOS,**

Defendants.

**AFFIDAVIT OF MATTHEW P. ZAYOTTI, ESQ. IN SUPPORT
OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

I, Matthew P. Zayotti, Esquire, do hereby state and depose as follows:

1. I am an associate with the law firm Keegan Werlin LLP, and I am an attorney in good standing of the bar of the Commonwealth of Massachusetts.
2. I represent the Plaintiff Martin J. Galvin, Jr., Ed.D. in connection with the above-captioned action.
3. Attached to this affidavit as Exhibit A are true and accurate excerpts from the transcript of the Deposition of Martin J. Galvin.
4. Attached to this affidavit as Exhibit B is a true and accurate copy of a motion for endorsement of lis pendens filed by Martin J. Galvin and Cynthia A. Galvin in connection with a civil action they commenced in Barnstable Superior Court against Louis R. Nickinello and Patricia R. Nickinello.
5. Attached to this affidavit as Exhibit C is a true and accurate copy of a complaint filed by Louis R. Nickinello and Patricia R. Nickinello in Barnstable District Court against Martin J. Galvin and Cynthia A. Galvin.

6. Attached to this affidavit as Exhibit D is a true and accurate copy of a Yarmouth Police Department Officer's Report dated July 5, 2001.

7. Attached to this affidavit as Exhibit E is a true and accurate copy of a Yarmouth Police Department Officer's Report dated August 1, 2001.

8. Attached to this affidavit as Exhibit F is a true and accurate copy of a fax from Chief Peter L. Carnes/Lieutenant Xiarhos and the Yarmouth Police Department to Mr. Frank Lombardo, Incident Synopsis, and Protective Custody Report.

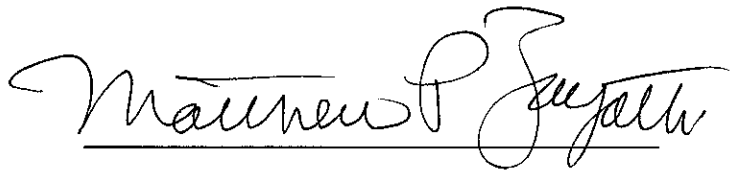
9. Attached to this affidavit as Exhibit G is a true and accurate copy of a letter dated July 10, 2001 from David L. Snead, Ph.D., Superintendent of Schools, Waterbury Public Schools to Martin J. Galvin, Ed.D.

10. Attached to this affidavit as Exhibit H is a true and accurate copy of a Settlement Agreement by and between the School Administrators of Waterbury, Dr. Martin J. Galvin and the Waterbury Board of Education dated June 11, 2003.

11. Attached to this affidavit as Exhibit I is a true and accurate copy of a memorandum from David L. Snead, Ph.D., Superintendent of Schools to Martin J. Galvin, Ed.D., Principal, Adult Education, dated May 20, 2002.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS

31st DAY OF MARCH, 3006.



CERTIFICATE OF SERVICE

I hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants.

Matthew P. Jurek March 31, 2006

EXHIBIT A

1 Q. Had you seen him at all during the day?

2 A. No.

3 Q. Had you seen any member of the Nickinello
4 family that day?

5 A. No.

6 Q. At the time that you left Alfie O'Shea's
7 house, were you angry about anything?

8 A. No.

9 Q. Upset about anything at all?

10 A. Well, I was upset that I was no longer a part
11 of the neighborhood; that I had lost,
12 literally, had a house pulled out from
13 underneath me.

14 Q. Well, let's, without getting into the details
15 about the house situation, I want to talk to
16 you about your feelings. At that time that
17 you left Alfie's house, were you thinking
18 about the problem that you had with the
19 Nickinellos and that real estate transaction?

20 A. That probably crossed my mind, yes.

21 Q. So you got angry?

22 A. I got angry? No.

23 Q. You weren't angry?

24 A. No.

1 where Lou Jr. was living at that point and
2 he's standing over here (indicating).

3 Q. Where the circle is there?

4 A. Yes. There was no one else that I could see
5 in the backyard, so I'm assuming he made the
6 comment to me. You know.

7 Q. Hey, principal?

8 A. Yes.

9 Q. Okay?

10 A. Obviously, the feelings over this whole
11 situation between the Nickinellos and myself
12 were kind of intense. I didn't know whether
13 it was a complimentary or derogatory.

14 Q. So by the tone of voice, you didn't
15 immediately think that was hostility?

16 A. Well, I thought it was challenging.

17 Q. Okay. Did Lou Jr. have anything to do with
18 the real estate dispute that you had with his
19 parents?

20 A. Yes.

21 Q. So there was some feeling between you and Lou
22 Jr. as well as his parents?

23 A. Well, he's the reason why they reneged on the
24 buyer-seller agreement.

1 Q. Okay.

2 A. He was living in Sandwich with a girlfriend.
3 He had two children from a previous marriage,
4 two girls. They had bought a house in
5 Sandwich together. Things weren't working
6 out. They sold the house while this was
7 under agreement and then, all of a sudden,
8 Nickinellos started having problems with the
9 sale when I already had sold this.

10 Q. When you'd already sold 41?

11 A. Yes.

12 Q. Well, I want to avoid, for the time being,
13 the details of the real estate dispute. But
14 I want to go back to clarify something you
15 just said about Lou Jr. in Sandwich. Was
16 that a place that he lived at with his
17 girlfriend?

18 A. With his girlfriend.

19 Q. And he and his girlfriend owned the house in
20 Sandwich?

21 A. That's my understanding.

22 Q. And they split up and sold the house?

23 A. That's what I heard. I don't have, you know,
24 detailed knowledge of that that I can hang my

1 hat on.

2 Q. As far as you know, that's the situation?

3 A. Right.

4 Q. Now, when you say intense feelings, do you
5 mean resentment, anger?

6 A. Well, there's definitely resentment on my
7 part.

8 Q. You felt like you'd been wronged?

9 A. Well, yeah. It cost me a lot of money.

10 Q. And you said earlier that you were upset
11 about not being, not living or having a place
12 in that neighborhood anymore as you left
13 Alfie O'Shea's house. That's connected with
14 the Nickinello real estate dispute, right?

15 A. Right. The problem was my, the whole reason
16 why we rented this was --

17 Q. The Chambers' place?

18 A. Right. Because my mother was very, very
19 upset that she no longer had a place to go to
20 at the Cape. Because I had done this,
21 thought I had written and verbal commitment
22 from the Nickinellos. Next thing I know, I'm
23 out. I don't have a house. Okay?

24 So, you know, my mother, at that point,

1 she's 87 now, so in 2000 she was, what?
2 Let's say 80, for the sake of argument. I'm
3 not doing the math. She was very upset
4 because her whole life from '73 was spent
5 here.

6 Q. At 41?

7 A. Right.

8 Q. Okay.

9 A. Okay?

10 Q. So a lot of family ties, a lot of emotion,
11 good memories, sentiment involved in this
12 neighborhood, in those houses, and it was
13 blown apart and you're not happy about it,
14 right?

15 A. I'm not happy about it? No, I wasn't happy
16 about it. No.

17 Q. So as you walk past the fence, you hear,
18 "Hey, principal"?

19 A. Right.

20 Q. And you look to the left and you see Lou
21 standing on the deck near a grill?

22 A. Right.

23 Q. Was he cooking something?

24 A. At that point, I didn't even notice what he

1 was doing. I just saw him on the deck.

2 Q. So what did you do when you turned and saw
3 him?

4 A. Well, I said, "What do you mean?" You know,
5 I, in the city of Waterbury where I've been a
6 principal and I held administrative positions
7 for years, I don't have people calling me
8 "Hey, principal." You know. They call me my
9 name or they smile or whatever. So I took it
10 as meaning, you know, it was, to me,
11 derogatory. Okay?

12 Q. Disrespectful? Antagonistic?

13 A. Yes, definitely.

14 Q. So, "Hey, what do you mean," you say to Lou
15 Jr.?

16 A. Yes.

17 Q. And what was his response?

18 A. You know, from what I remember, we, he smiled
19 and kind of, to me, he was laughing and it
20 just went downhill from that point on.

21 Q. So what was the next thing that happened?

22 A. Well, we started exchanging adjectives.

23 Q. Profanities?

24 A. Yes.

1 Q. What did you say to him in response to his,
2 you know, smiling or laughing? He was
3 mocking you, you felt?

4 A. Yeah. I called him "the boy with the golden
5 spoon in his mouth." That was a term that
6 was used in the neighborhood for years.

7 Q. The Nickinellos have some money?

8 A. Yes.

9 Q. Basically?

10 A. Yes.

11 Q. They're established financially?

12 A. Yes.

13 Q. What did he say when you said boy with the
14 golden spoon in his mouth?

15 A. Well, he didn't, didn't like it. I couldn't
16 tell you exactly what he said. Like I said,
17 it was just going back and forth. We were
18 arguing over the fence.

19 Q. Calling each other names?

20 A. I would say so.

21 Q. Were you talking about anything else or just
22 insulting each other?

23 A. Insulting each other.

24 Q. Using bad language?

1 A. Correct.

2 Q. Did he call you any names?

3 A. Not that I can remember.

4 Q. Did he swear at you?

5 A. Yes.

6 Q. What did he say?

7 A. I don't remember exactly, but I know he was
8 swearing at me.

9 Q. You can't recall what terms?

10 A. No. No.

11 Q. What about you, what were you saying?

12 A. I was reciprocating.

13 Q. What words were you using?

14 A. I was calling him a spoiled S.O.B. type of
15 thing. Because, you got to understand,
16 whatever Louie wanted he got as a kid. And
17 little Louie was not a worker where Jeffrey
18 was, Greg was. So he was kind of the golden
19 boy. You know. That type of thing.

20 Q. Okay. So you're calling him spoiled and an
21 S.O.B., but I'm getting the picture that you
22 were using some obscene language as well and
23 I'm trying to get an idea from you what you
24 said?

1 Q. Print, radio, television, internet, anything
2 else?

3 A. Through a media service? No.

4 Q. Okay.

5 MR. ZAYOTTI: I'm sorry, can I just
6 clarify, did you say media or medium?

7 MR. CAMPBELL: Medium.

8 A. Oh, medium? Do I have any knowledge?

9 Q. (By Mr. Campbell) Yes. That's my question.

10 A. Right here (indicating).

11 Q. I mean --

12 A. There's a medium of a political-appointed
13 aide. There's the medium of Mr. Mahaney, an
14 attorney, and Superintendent of Schools,
15 Assistant Superintendent of Schools, two
16 other attorneys, John Gesmonde and Mrs.
17 Cheney. I don't know how many people saw it.

18 Q. Okay.

19 A. I don't know if board members saw it. I
20 suspect they did.

21 Q. I think I understand. When is the first time
22 that you heard that that information had been
23 sent out to Frank Lombardo or anyone else?

24 A. Again, I wish I had a calendar. I don't know

1 where 4th of July fell, whether it was a
2 Saturday, Friday, Monday, whatever. My
3 position is 12 months and I traditionally
4 always took the last week of June through 4th
5 of July, returned to work on the 5th or 6th
6 if it wasn't a Saturday or Sunday.

7 Q. Okay.

8 A. Okay? When I arrived at work is when I got
9 the phone call from John Gesmonde, the
10 attorney for the administrators. The time of
11 the day, it was in the morning.

12 Q. Let me stop right there. The administrators
13 is the Waterbury Public Schools
14 Administrators Union?

15 A. School Administrators of Waterbury. S.A.W.

16 Q. Okay. And that's a union?

17 A. That's the union.

18 Q. So the first business day after July 4th you
19 get a phone call from this lawyer, right?

20 A. Mm-hmmm.

21 Q. Okay.

22 A. And at that point, I didn't see this
23 (indicating).

24 Q. Okay. The first time you saw it was when you

1 met with Dr. Snead?

2 A. No. I think, I think John Gesmonde sent it
3 to me and asked me to return the call. Once
4 I looked at it, he wanted to know whether I
5 was aware of this or not.

6 Q. Okay. So John, can you spell his last name
7 for me?

8 A. G-E-S-M-O-N-D-E. His office is in Hamden,
9 Connecticut.

10 Q. And he said, "Here is the documentation.
11 Look at it and give me a call back"?

12 A. Yeah. Right.

13 Q. Did anyone else provide you with
14 documentation prior to the meeting with
15 Dr. Snead?

16 A. Not that I remember, no.

17 Q. Did Gesmonde send it to you because it was
18 information that was being used in connection
19 with a disciplinary proceeding?

20 A. Well, I believed that at the time he received
21 it or he saw it or whatever, they were in
22 some kind of a meeting, Cheney representing
23 the city and Gesmonde was, he's been involved
24 with the city in a lot of different

1 positions, not an employee, but as an
2 attorney representing different groups.

3 Q. Mm-hmmm?

4 A. He just wanted to verify it, you know, what's
5 going on. Because Cheney said to him, "John,
6 we got a problem."

7 Q. Okay.

8 A. Now, who was in the room, all that, I have no
9 idea.

10 MR. CAMPBELL: All right. Let's mark
11 this.

12 (The stenographer marked the document
13 Exhibit No. 7 for identification.)

14 Q. (By Mr. Campbell) I'm showing you a small
15 calendar for July of 2001. Can you?

16 A. I would assume I was back to work on the
17 following Monday the 9th.

18 Q. Monday the 9th you returned to work?

19 A. Yes.

20 Q. And July 4th was a Wednesday that year?

21 A. Yes.

22 Q. So to the best of your memory, July 9th would
23 have been the day you find out that this
24 information has been broadcast somehow;

1 correct?

2 A. Correct.

3 Q. All right. Exhibit 7 is a letter addressed
4 to you from Dr. Snead dated July 10, 2001?

5 A. Mm-hmmm.

6 Q. And this is the letter that is referred to in
7 Paragraph 12 of your complaint; correct?
8 "Shortly thereafter," I'm quoting from the
9 paragraph, "Dr. Galvin received written
10 notice from his employer by letter dated July
11 10, 2001, that the Yarmouth Police Department
12 had reported the incident to his employer."
13 Same document?

14 A. Correct.

15 Q. Okay. What happened as a result of this
16 letter? Did you then go in and have a
17 meeting with Dr. Snead?

18 A. I had a meeting with him with union
19 representation and Mr. Gesmonde.

20 Q. Who was union representation? A shop
21 steward?

22 A. The president of the union, Matt Larkin.

23 Q. Is he an employee of the Waterbury schools?

24 A. He was. He's retired.

1 Q. And the union lawyer, Mr. Gesmonde?

2 A. Correct.

3 Q. Along with Dr. Snead?

4 A. Correct.

5 Q. Anyone else from Dr. Snead's office present?

6 A. I believe Mr. Egen, the personnel director,
7 was present.

8 Q. He's personnel director of the schools?

9 A. He was. He recently left.

10 Q. Okay. When did the meeting take place?

11 A. I would have to guess, or look at my notes,
12 that it probably took, took place a couple of
13 days after the 10th, after receiving this the
14 10th. Maybe the next week. I'm not sure. I
15 don't remember.

16 Q. What happened at the meeting?

17 A. Well, he, he asked for clarification, what
18 was going on, and I said, first of all, I was
19 not arrested. I didn't deny what took place.
20 You know. That's when I looked at what was
21 in here. I took a strong stance on all the
22 allegations in here. They had nothing to do
23 with the incident.

24 Q. Referring to the incident synopsis, you

1 disputed what was contained in the incident
2 synopsis?

3 A. Right.

4 Q. What in there did you dispute?

5 A. That I'd been harassing the Nickinello
6 family. Okay?

7 Q. Was the incident itself, did that constitute
8 harassment of the Nickinello family?

9 MR. ZAYOTTI: Objection.

10 A. Matter of opinion.

11 Q. (By Mr. Campbell) Reasonable minds could
12 disagree on that point?

13 MR. ZAYOTTI: Objection. The letter
14 reads, "Martin J. Galvin, Jr., has been
15 harassing the Nickinello family again."

16 A. This is plural.

17 Q. (By Mr. Campbell) Well, I'm talking about
18 July 4th. That's my question.

19 MR. ZAYOTTI: Can you ask it again?

20 Q. (By Mr. Campbell) Is it fair to characterize
21 the July 4th incident as harassment of the
22 Nickinello family?

23 MR. ZAYOTTI: Objection.

24 A. As harassment? Harassment to me, if you look

1 up the definition of the word harassment, it
2 means that, number one, I'm initiating it.
3 Number two, it's not the first occurrence.
4 I'm on this person. I'm harassing you. When
5 you turn the corner, I'm going to be there.

6 Q. (By Mr. Campbell) Okay?

7 A. You know. It's not a one-time incident.

8 Q. Had you ever previously harassed any member
9 of the Nickinello family?

10 A. I had a discussion with the father over the
11 phone, and I don't think he appreciated that
12 one day. He may consider it harassment.

13 Q. What did you say to him that he might have
14 considered harassment?

15 A. I was asking him why he did that; why he went
16 back on his word; why did he throw a
17 friendship out the window; why wasn't he
18 giving me back my \$20,000 down payment; why
19 did he take personal property out of that
20 house and put it in a storage area so I
21 couldn't get at it; why did he have my boat
22 and trailer auctioned off.

23 Q. When did you have this conversation with him?

24 A. It was very early after the whole thing broke

1 Q. So they were all surprised that they'd come
2 into possession of this information from the
3 Yarmouth Police Department?

4 A. Well, they didn't come in possession. They
5 wanted to know how Mr. Lombardo got it.

6 Q. Did Mr. Lombardo tell them how he got it?

7 A. I have no idea.

8 Q. Do you have any information about what
9 Mr. Lombardo says about that?

10 A. No.

11 Q. Do you have any reason to dispute that Frank
12 Lombardo might have asked Lieutenant Xiarhos
13 to fax it to him?

14 A. Do I have any doubt?

15 Q. Yes.

16 MR. ZAYOTTI: Objection.

17 Q. (By Mr. Campbell) Do you dispute that Frank
18 Lombardo asked Lieutenant Xiarhos to fax the
19 material to him?

20 A. Well, obviously, since you can pick up a book
21 that every police department probably has
22 listing who the Superintendent of Police are
23 for each community, or now you can go online
24 and see that, why he, in his position --

1 Q. The lieutenant?

2 A. Right. And the superintendent, Mr. Carnes,
3 why they would send that kind of information
4 to a non-police officer and have the audacity
5 to put this on it (indicating).

6 Q. The "Law Enforcement Use Only" piece?

7 A. Right.

8 Q. Well, let me ask you a hypothetical question.
9 Do you think it's appropriate for high school
10 principals to become extremely intoxicated,
11 destroy property, scream profanities at
12 people, make threats to people who are in
13 their own yards cooking dinner for their
14 kids?

15 MR. ZAYOTTI: Objection.

16 A. I don't know of any high school principal
17 that did that. I know some high school
18 principals that certainly screamed at people
19 and have been involved in personal situations
20 which may be interpreted they probably
21 shouldn't have gotten themselves involved.

22 Q. (By Mr. Campbell) Well, I'm talking about
23 this incident, the July 4th incident. It's
24 been characterized by Lou Nickinello and

1 Q. (By Mr. Campbell) That's not what I asked
2 you. My question was, if an employer came
3 into possession of this information, would it
4 be fair for them to be concerned?

5 MR. ZAYOTTI: Objection.

6 A. Yes.

7 Q. (By Mr. Campbell) Okay.

8 A. Yes.

9 Q. And in this situation, Dr. Snead indeed did
10 express some concern to you about the
11 allegations that were contained in the
12 Yarmouth reports; correct?

13 A. Certainly.

14 Q. And what happened as a result of his
15 expression of concern?

16 A. Well, the legality of the notification was
17 discussed amongst the attorneys and they felt
18 that they should not have been given this
19 information the way it was given, the route
20 it was given. Okay? That was part of the
21 conversation.

22 The rest of the conversation was that
23 Dr. Snead knew me, knew my performance. For
24 an alcohol abuser to have 640 sick days in a

1 of the July 10th letter from Dr. Snead was,
2 you know, at the meeting this incident was
3 addressed, the July 4th incident was
4 addressed, the dissemination of the
5 information was discussed, and there was no
6 further action taken at that time; correct?

7 A. Correct.

8 Q. That was the end of it for that period of
9 time; correct?

10 A. (Witness nods head.)

11 Q. Yes?

12 A. Yes.

13 Q. When was the next time that this incident
14 came up with respect to your job?

15 A. Well, I think the incident came up when the
16 NEASC report hit.

17 Q. The accreditation report?

18 A. Accreditation. My, what I feel happened,
19 that this was shared with board members.

20 Q. You mean Exhibit 6 was shared with Board of
21 Education?

22 A. The content of it. I don't know if the
23 exhibit itself was shared.

24 Q. Do you have any information or is that a

1 A. What information do I have?

2 Q. Yes?

3 A. That it played part?

4 Q. Yes. That's my question.

5 A. I can only go by past practice. Kennedy High
6 School was put on probation. Crosby High
7 School was four out of the five negative.
8 Wilby comes up, seven out of seven. All of a
9 sudden, I'm moved, the other two aren't.

10 Q. And you say, well, let me follow up on my
11 previous question by asking you, do you have
12 any witness or piece of paper that's going to
13 say you were transferred as a result of the
14 Yarmouth Police?

15 A. I can't speak for other witnesses.

16 Q. Do you have any pieces of paper that show
17 that the Yarmouth Police actions contributed
18 to the cause of your transfer?

19 MR. ZAYOTTI: Objection.

20 A. I believe we've subpoenaed them for all the
21 records. You know. Whether it's going to be
22 in there or not, we'll have to wait until
23 they respond to the subpoena.

24 Q. (By Mr. Campbell) And you have no

1 information as you sit here today that anyone
2 from the Waterbury Public Schools is going to
3 say that the Yarmouth Police Incident Report
4 was a cause of your transfer?

5 MR. ZAYOTTI: Objection.

6 A. I don't know what they're going to say.

7 Q. (By Mr. Campbell) Okay. Obviously, this
8 Yarmouth incident took place on July 4, 2001.
9 When were you transferred out of your job as
10 Wilby High School president?

11 A. April -- it would have been either three or
12 four years ago. As of April. I'd have to
13 look at a -- I don't have it. For the exact
14 date. I couldn't give you an exact date off
15 the top of my head, the transfer date.

16 Q. It would have been in April of 2002; is that
17 correct? I'll show you a newspaper article
18 that's dated Thursday, April 25, 2002, and
19 the headline is "Transfer Protested:
20 Parents/Students at Kennedy will be Unhappy
21 About Changes." That's --

22 A. Yes. I would have to -- that's when it took
23 place.

24 Q. So ten months after the protective custody

1 incident, right?

2 A. Yes.

3 Q. Did you see any newspaper reports that
4 indicates that Wilby High School was the only
5 high school out of more than 600 that that
6 accreditation agency reviewed that had
7 failing marks in all seven categories?

8 A. I saw an article that's claimed that.

9 Q. Do you have any reason to dispute that?

10 A. Hartford High School.

11 Q. Hartford High School failed all seven
12 categories?

13 A. Yes.

14 Q. When?

15 A. Probably six months, eight months ahead of
16 us. It's occurred in several high schools.

17 Q. Has it ever occurred before in Waterbury?

18 A. Not to my knowledge. If it occurred before,
19 you know, I'm unaware of it.

20 Q. The high school had been accredited on the
21 previous review; correct?

22 A. After a period of probation.

23 Q. Wilby High School?

24 A. Yes.

1 Q. (By Mr. Campbell) Well, the transfer
2 happened after they learned the school was
3 placed on probation for failing all seven
4 sections of the standards; correct?

5 A. Correct.

6 Q. You weren't transferred. In fact, you
7 suffered no discipline of any description
8 after they learned, or Dr. Snead learned, of
9 the July 4th incident; correct?

10 MR. ZAYOTTI: Objection. The transfer
11 happened after that meeting and after that
12 information was disclosed. If you're
13 saying contemporaneously...

14 Q. (By Mr. Campbell) Can you answer my
15 question, Mr. Galvin?

16 A. In my opinion? I think it definitely
17 influenced them. You're asking a question
18 that requires an opinion, I'm assuming.

19 Q. The question is, Dr. Snead learns about this
20 incident no later than July 10th of 2001, the
21 Yarmouth incident; correct?

22 A. Correct.

23 Q. And there's a meeting, a discussion of the
24 incident, but you were not disciplined or

1 demoted or you suffered no negative
2 consequences; correct?

3 MR. ZAYOTTI: Objection.

4 Q. (By Mr. Campbell) In July of 2001; correct?

5 MR. ZAYOTTI: Objection.

6 A. Was I transferred in July? No.

7 Q. (By Mr. Campbell) Did you get a pay cut?

8 A. No.

9 Q. Did you get a new office?

10 A. No.

11 Q. There was no change in your job duties, job
12 description, your responsibilities or pay
13 grade, right?

14 MR. ZAYOTTI: Objection.

15 Q. (By Mr. Campbell) In July of 2001?

16 MR. ZAYOTTI: Okay.

17 A. As of July 2001. Correct.

18 Q. (By Mr. Campbell) And the same holds true
19 for August of 2001; correct?

20 A. Correct.

21 Q. And, in fact, the same holds true all the way
22 through to April of 2002; correct?

23 A. Correct.

24 Q. And April of 2002 also happens to be the time

1 when the accreditation report was released;
2 correct?

3 A. Correct.

4 Q. In fact, it's fair to say that your transfer
5 took place within a matter of days after the
6 first newspaper report that Wilby High had
7 failed all the accreditation standards;
8 correct?

9 MR. ZAYOTTI: Objection.

10 A. I would have to look at dates.

11 Q. (By Mr. Campbell) How would you get those
12 dates?

13 A. When the report was released and when the
14 transfer took place.

15 Q. Do you know what day the transfer took place?

16 A. I believe it was April 26th.

17 Q. Here is a copy of the accreditation report.
18 What's the date of the accreditation report?

19 A. April the 22nd through 25th.

20 MR. CAMPBELL: Let's mark this
21 accreditation report as an exhibit.

22 (The stenographer marked the document as
23 Exhibit No. 8 for identification.)

24 Q. (By Mr. Campbell) Let's talk about the

1 Q. Do you have an obligation to report a
2 criminal conviction to your employer?

3 MR. ZAYOTTI: Objection.

4 A. No.

5 Q. (By Mr. Campbell) Is there a law in
6 Connecticut that requires employees of school
7 departments to report criminal convictions to
8 the superintendent or the Board of Education?

9 MR. ZAYOTTI: Objection.

10 A. I just said no.

11 Q. (By Mr. Campbell) There is no law, no such
12 law?

13 A. Not that I'm aware of.

14 Q. Okay. So did you report those incidents to
15 your employer?

16 A. No.

17 Q. I wanted to look at your answers to
18 interrogatories, Dr. Galvin, and talk about
19 those for a minute, if I can find what I did
20 with them. Here we go.

21 MR. CAMPBELL: Let's, by the way, let's
22 mark that paper that we were just discussing
23 because that will make sure that I remember
24 to give you a copy.

1 A. Yes.

2 Q. You list James Uberti. He's your primary
3 care physician?

4 A. Correct.

5 Q. What information does he have?

6 A. Well, he reads newspapers. He was very well
7 aware of the transfer. As far as this
8 particular incident, I don't think he has any
9 knowledge of that, that I know of. He may.
10 He just knows, knows me.

11 Q. Did he ever provide you with any medical
12 treatment that arose out of any of the
13 allegations you're making in your complaint?

14 A. Well, I, prior to the incident and this
15 whole, there was a lot of things going on;
16 divorce, the accreditation, this thing. I
17 had no physical problems other than knee
18 problem that had been since I was 20 years of
19 age.

20 At that point, he was very concerned with
21 my blood pressure was up. The history of my
22 family is heart attacks. He knew I was under
23 a lot of pressure and that's where his
24 interest comes in.

1 Q. Has Dr. Uberti ever told you that you have
2 any medical condition that's related to what
3 Yarmouth Police did?

4 MR. ZAYOTTI: Objection.

5 A. I already said he does not have knowledge, to
6 my knowledge, of that incident. No.

7 Q. (By Mr. Campbell) He doesn't have any
8 knowledge of what happened in Yarmouth on
9 July 4th?

10 A. I don't believe so. I never asked him.

11 Q. So his knowledge is of what, your medical
12 condition in the months after this incident
13 took place?

14 A. Correct.

15 Q. Okay. And he would say that you were under
16 stress, and your blood pressure was high?

17 A. Yes. It was obvious all this going on at
18 once was having an effect. I even had an
19 event where I spent the afternoon in the
20 emergency room.

21 Q. When was that?

22 A. That was right around the same time, time
23 frame.

24 Q. Of July '01 or April '02?

1 A. I would say it was in, in the fall of that
2 year. I, again, would have to get the
3 records to make sure I'm giving you the right
4 date.

5 Q. What was the name of the hospital?

6 A. St. Mary's Hospital.

7 Q. Where is that?

8 A. Waterbury. It was a Friday afternoon.

9 Q. What did you have? Was it an anxiety attack
10 or something?

11 A. Well, they put a monitor on me. My heart was
12 going a little crazy. I was light-headed. I
13 was at school.

14 Q. Were you at the Wilby school when this
15 happened?

16 A. Yes. School nurse got very concerned because
17 I, I was just bouncing off of walls. I mean,
18 I couldn't walk straight and I felt, felt
19 very strange.

20 Q. What did the doctors tell you had happened to
21 you?

22 A. They termed it an event. They didn't say it
23 was a stroke, small stroke, anything like
24 that. They just said, "You had an event. We

1 can't explain it."

2 Q. Let me ask you a more general question. In
3 this case, are you saying that you've
4 suffered any physical manifestations of
5 injury arising from what the Yarmouth Police
6 did?

7 A. Am I saying any physical?

8 Q. Yes.

9 A. I would attribute the increase in my blood
10 pressure.

11 Q. Okay. Has any doctor ever made the
12 connection between those two things, your
13 blood pressure and the Yarmouth Police?

14 A. No.

15 Q. I want to ask you about another question
16 regarding your damages. You say in the
17 automatic disclosures that Mr. Zayotti gave
18 me, there's a computation of damages that
19 Mr. Zayotti put together, which I'll show to
20 you. Do you see Paragraph C here it sets
21 forth damages that you've suffered and the
22 first category is "Loss of Future Earnings
23 and Benefits: \$100,000"?

24 A. Mm-hmmm.

1 the divorce decree and whenever I decided to
2 leave the City of Waterbury, I could use the
3 460 some-odd days and there'd be nothing. So
4 there is no value to them.

5 Q. Okay.

6 A. Okay? That's the logic he used on that, and
7 it's a pretty good logic.

8 Q. So bottom line is, though, that the Yarmouth
9 Police incident report played no role in the
10 way that the sick days were disposed of,
11 right?

12 A. Your guess is as good as mine.

13 Q. And then it was ordered that the parties
14 shall equally divide both of the defendant's
15 pensions, City of Waterbury and State of
16 Connecticut; correct?

17 A. Correct.

18 Q. And we've gone over that. "It is ordered
19 that the balance of the parties' deposit of
20 \$21,000 in relation to the Cape Cod
21 litigation shall be split equally by the
22 parties." Was that an unfair result that --

23 A. Well, there was no \$21,000. Mr. Nickinello
24 never gave it up.

1 Q. Well, that's, I'm talking about the judge's
2 order. Did the judge order something that
3 was unfair?

4 A. My opinion? Yes. I already said that.
5 Okay?

6 Q. The \$21,000 should not have been split
7 equally?

8 A. It came out of my pocket.

9 Q. Do you think that he made that order because
10 of the Yarmouth Police incident disclosure?

11 A. In the proceedings, it was proven she gave me
12 \$100 each paycheck towards the expense of
13 raising a family and maintaining the
14 properties. Her average paycheck is 11 to
15 1200. Do you think that's fair?

16 Q. Did anyone tell you that this arrangement
17 with respect to the \$21,000 escrow was an
18 unfair division of asset?

19 A. Did anybody tell me that?

20 Q. Yes.

21 A. I don't think anybody would have to.

22 Q. Okay. Have you got any information on how
23 divorces are normally handled with respect to
24 the division of assets?

1 message, Mr. Galvin?

2 A. Not to my knowledge. Did I say, "This is
3 Marty Galvin," in saying this? I mean...

4 Q. You never left that message, is that what
5 you're saying?

6 A. I'm saying -- that's what I said.

7 Q. Okay. As of October of 2000, your own boat
8 had recently been seized and auctioned off;
9 correct?

10 A. Correct.

11 Q. And you were engaged in litigation with
12 Mr. and Mrs. Nickinello at the time; correct?

13 A. Yes. We contested the buyer-seller agreement
14 and them pulling out.

15 Q. Did you vandalize Mr. Nickinello's boat, Lou
16 Sr.?

17 A. I know he alleged that. I saw that report,
18 which I didn't know existed until I got into
19 this process. No, I did not.

20 Q. Did anyone from the Yarmouth Police
21 Department ever question you about that?

22 A. No.

23 Q. So you didn't commit, do any damage to
24 Mr. Nickinello's boat?

1 of thing.

2 Q. Okay.

3 A. And that's basically where I see Eric. Marc
4 has never come to the Cape where Eric has.
5 Okay? Because Eric has the time. Marc
6 doesn't. His position is different.

7 MR. CAMPBELL: I think that's it.

8 MR. ZAYOTTI: I just have a few
9 questions, and I'll try to go through it
10 quickly so that we can all get out of here.
11 We're at just about 5:30.

12 CROSS-EXAMINATION

13 Q. (By Mr. Zayotti) Dr. Galvin, when you were
14 transferred from your former position as
15 Principal of Wilby High School to the
16 position of Principal of the Adult Education
17 for the City of Waterbury, how did you view
18 that transfer?

19 A. Well, it was a reprimand. It was a definite
20 step down. I mean, at times they even forget
21 we exist. You know. The prestige of the job
22 certainly isn't there. Adult education is a
23 much smaller operation than Wilby, Kennedy or
24 Crosby, and a less critical one. Everything

1 that's done in adult ed. is dictated by the
2 state where you can influence things in a
3 high school.

4 Wilby was a Marine ROTC building. We had a
5 very successful Marine Corps unit there.
6 They won the national championship, started
7 new courses for A.P. There's a million
8 different things you can do where I don't
9 even have a legitimate facility.

10 We don't serve lunch because there is no
11 lunch room. There's no gym. And the total
12 number of classrooms in the building is maybe
13 16. Wilby probably had close to 80.

14 Q. Do you have any understanding as to how your
15 professional colleagues, both former
16 colleagues at Wilby High School and your
17 present colleagues at the adult education
18 program, might view that transfer?

19 A. Well, they viewed it as a definite reprimand.
20 You know. The people that know me and know
21 what I've done in the system and what we had
22 going at Wilby have a different viewpoint.
23 But they also realize, hey, this was the
24 Superintendent of Schools and Board of Ed.

1 flexing their muscle.

2 It was also a way for individuals who
3 should have done certain things to cover that
4 up and make me a pawn in the game. I was the
5 guy that was on the limb. They sawed it off.

6 Q. Do you have any opinion --

7 Strike that.

8 Is it fair to say that you believe your
9 professional colleagues would view the
10 transfer as a step down?

11 MR. CAMPBELL: Objection.

12 A. Definitely.

13 Q. (By Mr. Zayotti) Do you have any
14 understanding as to how perspective future
15 employers would view a candidate coming from
16 the position of Principal of Wilby High
17 School as compared to a candidate coming from
18 the position of the Principal of the Adult
19 Education Program?

20 MR. CAMPBELL: Objection.

21 A. My opinion, my marketability went down the
22 toilet when the transfer was made.

23 Q. (By Mr. Zayotti) And what do you base that
24 opinion on?

1 A. Well, being involved in the profession. It
2 would be almost like hiring the
3 superintendent of a school system that
4 totally failed, and was identified as a
5 failing school using the new No Child Left
6 Behind terms. Why would a Board of Ed. do
7 that? Why would any employer do that?

8 Q. Do you have any understanding as to which
9 type of candidate would be more preferable or
10 be better qualified as between Principal of
11 Wilby High School or Principal of the Adult
12 Education Program?

13 A. Well, definitely a --

14 MR. CAMPBELL: Objection.

15 A. Definitely the, if I was a candidate from the
16 position of high school principal without the
17 label of being transferred I would definitely
18 be much more marketable than I am now.

19 Q. (By Mr. Zayotti) How about without the label
20 of being transferred? How about just if you
21 took a comparison between the two positions,
22 which one would be viewed more favorably by a
23 perspective employer?

24 MR. CAMPBELL: Objection.

1 A. Okay. What's interesting is there was never
2 a principalship over the Adult Education
3 Program. There, at one point, was a Director
4 of Adult Education and that's the term that's
5 the practice around the whole state of
6 Connecticut. So when people will ask me, Are
7 you the director? What do you mean you're
8 the principal?

9 The principals at Adult Education were
10 normally retired administrators who were
11 working with no contract and paid on an
12 hourly basis. I'm the first principal to
13 ever be assigned down there that I'm actually
14 contracted, benefits, the whole thing, and
15 I'm in the bargaining unit. That's the other
16 thing. I'm the first individual from the
17 bargaining unit that would be put into that
18 placement.

19 So just that concept alone, the difference
20 between being a high school principal and
21 a -- they say they didn't change my title,
22 that I'm still a high school principal
23 assigned to Adult Education.

24 Well, yearly, I attended the New England

1 Association of Schools and Colleges
2 conference right here in Boston every year.
3 I can't, can't attend it now because I'm no
4 longer a principal of a legitimate high
5 school. The school is not accredited. It's
6 licensed.

7 They could not pass a New England
8 accreditation process, nor does the city want
9 them to because then they would have to
10 provide everything they're supposed to
11 provide in the accreditation process, which
12 would mean more money. It's just a whole
13 total different animal as far as the
14 administrative structure within a School
15 Department.

16 Q. How about can you tell me a little bit about
17 the differences, if any, between the duties
18 and responsibilities of the Principal of
19 Wilby High School as compared to the duties
20 of the Principal of the Adult Education
21 Program?

22 MR. ZAYOTTI: Objection.

23 A. Well, the duties is very simple. I had 110
24 certified teachers and 65 paraprofessionals

1 at Wilby High School. I had a building that
2 had been built \$28 million, in that range
3 someplace. 26, \$28 million. It was a huge
4 facility. It was on 50 acres of land. So I
5 had ball fields outside. Inside I had a
6 gymnasium with three basketball courts. It
7 was the largest gymnasium, one of the largest
8 in the state.

9 Now I have a facility that's leased. I
10 have only three contracted teachers. The
11 rest of the people are retired people that
12 I've recruited and are paid on an hourly
13 basis, according to the teacher's contract,
14 that they have no contract, no benefits.
15 There are some people there that are not
16 retired that have been, why they've stayed
17 down there I don't know.

18 It's, it's apples and oranges. I mean, if
19 someone says, You're doing what? To the
20 common public, it's, you go along and have a
21 survey on the street, they're going to tell
22 you which one is a higher position and that's
23 the way the people are, treat you.

24 Q. (By Mr. Zayotti) I think I'm getting a

1 picture. Just to clarify, was the position
2 of Principal of the Adult Education Program
3 created, essentially, for you?

4 A. Yes.

5 Q. With regard to your divorce and the
6 introduction of the, at least the specter, or
7 the specter, I think you testified earlier
8 you weren't sure if it actually got
9 introduced into evidence, but is it fair to
10 say that the, you and your attorney were
11 aware that your ex-wife's attorney was in
12 possession of the police report relating to
13 the, what I'll call the Yarmouth incident?

14 MR. CAMPBELL: Objection. Are you asking
15 if he was aware that Mr. Mahaney had the
16 police report?

17 Q. (By Mr. Zayotti) I'll start over. Were you
18 and your attorney aware that Mr. Mahaney had
19 the police report relating to the Yarmouth
20 incident?

21 A. Very aware. Number one, from the letter he
22 wrote to Attorney Potash and, number two, he
23 waved it in our face in the courthouse.

24 Q. And when did that happen?

1 Mr. Lombardo.

2 If I tell him something in this room, two
3 weeks from now I'm going to hear it from
4 another group of people and it's going to be
5 expanded upon. He's not the type of
6 individual that would deal with confidential
7 information, in my opinion, in a confidential
8 manner.

9 I found it very interesting that, how did
10 he get it. And he got it on a Saturday,
11 after looking that, the date book, which is
12 another interesting aspect. He works Monday
13 through Friday.

14 So it's a mystery to me how someone in
15 South Yarmouth could get
16 Mr. Lombardo's name. He's not listed in the
17 state directory for school employees, which
18 is the State of Connecticut puts out. How
19 would someone at Yarmouth Police Department
20 pick Mr. Lombardo? He doesn't work in the
21 superintendent or police office.

22 Q. Let me ask you this: Did the disclosure of
23 the Yarmouth Police report affect how you
24 responded to criticisms in the accreditation

1 report?

2 A. Definitely. I was totally intimidated to
3 open it up to the public, and Dr. Snead knew
4 he had me in that position. If, if that
5 hadn't occurred, my M.O., or my way I
6 administrate, is I would have been right out
7 there in front of the public fighting for my
8 reputation.

9 In this situation, I was advised both by
10 Attorney Gesmonde and Attorney Potash,
11 "Marty, don't do it. They will destroy you."

12 Q. I'm going to show you, I only have one copy
13 of this, but I'm going to show you the
14 printout of a record from the Massachusetts
15 Superior Court website which I believe is a
16 copy of the docket entries relating to your
17 litigation with the Nickinellos. Do you see
18 at the top there where it says Galvin v.
19 Nickinello?

20 A. Yes.

21 Q. Let's see. Is there a docket number anywhere
22 there? Would you have any recollection of
23 what the docket number on that case was?

24 A. No, I don't.

EXHIBIT B

COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT OF THE COMMONWEALTH
SUPERIOR COURT DEPARTMENT
BARNSTABLE COUNTY DIVISION

MARTIN J. GALVIN and
CYNTHIA A. GALVIN,
Plaintiffs

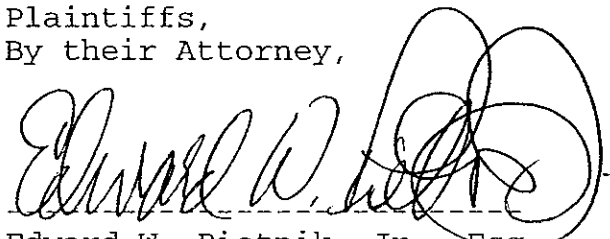
vs.

LOUIS R. NICKINELLO and
PATRICIA R. NICKINELLO

* CIVIL ACTION NO.
*
* MOTION FOR ENDORSEMENT OF
* MEMORANDUM OF LIS PENDENS
*
*
*
*
*

Plaintiffs, Martin J. Galvin and Cynthia A. Galvin hereby move this Honorable Court for endorsement upon the accompanying Memorandum of Lis Pendens. Plaintiffs commenced the above-entitled action against the Defendants, Louis R. Nickinello and Patricia R. Nickinello, Individually and as tenants by the entirety as owners of property located at 47 Mattachee Road, South Yarmouth, Barnstable County, Massachusetts on the 5th day of November, 1999. Said complaint affects the title of a certain parcel of developed land in South Yarmouth, County of Barnstable, Massachusetts, as more fully described in the Memorandum of Lis Pendens. Accordingly, Plaintiffs respectfully move this Honorable court for an endorsement upon the Memorandum of Lis Pendens in order that the same may be filed with the Registry of Deeds pursuant to Chapter 184, Section 15 of the Massachusetts General Laws.

MARTIN J. GALVIN and
CYNTHIA A. GALVIN,
Plaintiffs,
By their Attorney,



Edward W. Pietnik, Jr., Esq.
P.O. Box 586
Raynham Center, MA 02768
Tel. No. (508) 824-2000
BBO#: 550523
November 5, 1999

KW00178

EXHIBIT C

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss

FIRST DISTRICT COURT
DOCKET NO:

0025CV 0445

LOUIS R. NICKINELLO and
PATRICIA R. NICKINELLO
Plaintiffs

v.

COMPLAINT

MARTIN J. GALVIN and
CYNTHIA A. GALVIN
Defendants

NOW COME the plaintiffs, Louis R. Nickinello and Patricia R. Nickinello, (collectively, "Mr. & Mrs. Nickinello") and herein file the following Complaint as set forth below against the defendants, Martin J. Galvin and Cynthia A. Galvin (collectively, "Mr. & Mrs. Galvin").

1. The Plaintiffs, Mr. & Mrs. Nickinello, are a married couple residing in the Commonwealth of Massachusetts at 113 Pleasant Street, South Yarmouth, County of Barnstable, Massachusetts.
2. The Defendants, Mr. & Mrs. Galvin, are a married couple residing at 21 Coniston Avenue, Waterbury, Connecticut.
3. Mr. & Mrs. Nickinello are the owners of a home located at 47 Mattachee Road, South Yarmouth, County of Barnstable, Massachusetts. (hereinafter, the "Subject Property")
4. In 1995, Mr. & Mrs. Nickinello rented the subject property to Mr. & Mrs. Galvin who continued to rent said subject property until January, 2000.
5. On or about December 31, 1999, Plaintiffs were awarded Judgment for possession pursuant to a summary process action filed in the Barnstable First District Court, docket number 9925SU1263. A copy of the Notice of Judgment is attached hereto as Exhibit "A".
6. On or about January 15, 2000, following issuance of Judgment for possession of the subject property, the defendants vacated the subject premises by removing therefrom certain items of personal property owned by said defendants.
7. On or about January 15, 2000, the defendants also removed from the subject property certain items of personal property owned by the plaintiffs, a list of which is attached hereto as Exhibit "B".

KW00257

MAY 04 2000

8. The items of personal property owned by the plaintiffs were used by the defendants during the course of their tenancy but remained the personal property of the plaintiffs.
9. Despite repeated demands for the return of the items taken by the defendants, as evidenced by letters from counsel for the plaintiffs to counsel for the defendants, the items taken by the defendants have not been returned.

COUNT I
CONVERSION

10. Plaintiffs herein repeat and reaver all statements and allegations set forth in paragraphs 1-9 inclusive as if set forth in their entirety herein.
11. On or about January 15, 2000, the defendants converted to their own use the property of the plaintiff mentioned in the schedule hereto annexed and marked Exhibit "B".
12. Despite demand, said items have not been returned and the defendants continue to intentionally exercise dominion over the plaintiff's property.

WHEREFORE, the Plaintiffs respectfully demand judgment against the Defendants in the amount of \$3,815.00 plus interest thereon since the date of conversion, plus reasonable costs, including attorney fees incurred in this action.

COUNT II
BREACH OF CONTRACT FOR STORAGE

13. Plaintiffs herein repeat and reaver all statements and allegations set forth in paragraphs 1-12 inclusive as if set forth in their entirety herein.
14. This action is brought pursuant to M.G.L. c. 186 § 3.
15. On or about January 15, 2000, defendants vacated the subject premises following termination of their lease.
16. After vacating the subject premises, the defendants left a number of items of personal property behind, including a boat and trailer stored on the subject property.
17. As a result of defendant's failure to remove said items of personal property upon vacating the subject property, plaintiff's have been forced to remove said items and have them stored at plaintiffs' expense.
18. Notice of such action and subsequent storage has been given to the defendants who have not

objected thereto.

19. Since notice of such storage was given to defendants, said defendants have made no effort to have such items removed from storage nor to compensate the plaintiffs for costs incurred.
20. Pursuant to M.G.L. c. 186 § 3, a tenant who does not remove his property from hired premises after the termination of a tenancy is liable to owner for expenses of storage.
21. Defendants have failed to pay such expenses incurred by plaintiffs.

WHEREFORE, the Plaintiffs respectfully demand judgment against the Defendants in an amount determined by the court to be reasonable, plus interest thereon since the date of breach, plus reasonable costs, including attorney fees incurred in this action.

JURY DEMAND

The Plaintiffs hereby demand a trial by jury on all counts so triable.

Respectfully Submitted,
Plaintiffs, by their attorney,



Donald H. Mason, Esq.
MASON & BRODRICK P.C.
490 Main Street - P.O. Box 709
Yarmouthport, MA 02675
508-375-0369
BBO # 562291

Dated: May 3, 2000

KW00259

MAY 04 2000

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss

FIRST DISTRICT COURT
DOCKET NO:

LOUIS R. NICKINELLO and
PATRICIA R. NICKINELLO
Plaintiffs

v.


MARTIN J. GALVIN and
CYNTHIA A. GALVIN
Defendants

AFFIDAVIT OF MILITARY SERVICE

I, Donald H. Mason, Esquire, on oath depose and state that, based upon information and belief the defendants are not in the military service of the United States or any of its Allies, as defined in the Soldiers' and Sailors' Civil Relief Act, of 1940, as amended, but is now adult residents of 21 Coniston Avenue, Waterbury, Connecticut.

The plaintiff further deposes that the defendant are not infants or incompetent persons.

Subscribed and sworn this the 3rd day of May, 2000.


Donald H. Mason, Esq.
MASON & BROIDRICK, P.C.
490 Main Street - P.O. Box 709
Yarmouthport, MA 02675
(508) 375-0366
BBO# 562199

Dated: May 3, 2000

MAY 04 2000

KW00260

EXHIBIT D

**YARMOUTH POLICE DEPARTMENT****OFFICER'S REPORT**

Original CFS#: 2001014939 Actual Offense: THREAT TO COMMIT CRIME

Date Received: 05-Jul-01 Thu

Time Received: 9:43 AM

Name of Place:

St#: Address:

424 Route 28

Additional Offenses

MAL DESTRUCTION/VANDALISM

Suspect Name(s):

Officer Responding

Sgt. K. McIsaac

Time Dispatched: Time Arrived: Time Cleared:

9:44 AM

Narrative:

On this date I was discussing with Officer Nickinello the incident involving the suspect and the events that led up to him being placed into protective custody last night at approx. 2000 hrs (incident #2001014887). I advised Officer Nickinello to file a written complaint regarding it. He relayed the following information to me. At approximately 1930 hours Officer Nickinello was off-duty at home. He was cooking food on his barbecue grill in the back yard with his two daughters, Francesca (age 9) and Paige (age 8). He heard a loud banging noise coming from the north side of his property on the other side of his fence. This fence separates his property with that of his neighbor's: Joe Petruzzi, 41 Mattachee rd. Officer Nickinello went to see what it was and saw the suspect, Martin Galvin, striking the fence with an object later identified as a white plastic lawn chair belonging to Mr. Petruzzi. He recognized Mr. Galvin from being a former neighbor and family friend. He yelled to Mr. Galvin to stop hitting the fence. Mr. Galvin replied by yelling back: "fuck you, fuck you Lou." He continued to yell at Officer Nickinello such things as "I'll get you. You will get yours. Fuck you." Officer Nickinello told him to stop swearing in front of his daughters. Mr. Galvin replied by saying: I don't care about your goddamn daughters." Officer Nickinello reminded Mr. Galvin that he is a principal and that she should respect himself and his position and go home. Mr. Galvin stated "Fuck my position." He continued to swear at Officer Nickinello and blaming him for ruining his life. Officer Nickinello told Mr. Galvin to go home or he would call the police. Two neighbors, Robert Gigilo of 44 Mattachee Rd and Alfred O'Shea of 50 Mattachee Rd heard the disturbance and came over to try to calm Mr. Galvin down and get him to go home. Mr. Galvin said "fuck you" to them as well. At about this point, Mr. Galvin's brother, Dennis Galvin approached from his rental home on the next street over on Eldridge Rd, directly behind 41 Mattachee Rd. Mr. Giglio and Mr. O'Shea told Dennis to bring his brother home. Officer Nickinello reported the incident to the police. Officer Tom Hennessey and David Dickey responded to investigate. They went to Eldridge Rd to speak to Martin Galvin. They found him in a highly intoxicated state in the front yard and placed him into protective custody.

Mr O'Shea later told Officer Nickinello that Martin Galvin had showed up, highly intoxicated, and uninvited at a 4th of July party he was having at his house at 50 Mattachee Rd. Mr. Giglio saw Mr. Galvin hitting the fence with a plastic patio chair. There was only minor damage in the form of gouges in the fence, owned by Louis Nickinello Sr. But the lawn chair was destroyed. Mr. Petruzzi, the owner of the chair was called at his home in Connecticut and informed of the damage.

The animosity demonstrated by the suspect is believed to stem from a civil action over the property at 47 Mattachee rd between Mr. Galvin and Louis Nickinello Sr, that was settled in court in Mr. Nickinello's favor. Throughout the two year period in which the civil proceeding went on, there were numerous other incidents of vandalism and malicious destruction to properties owned by Mr. Nickinello Sr.

Officer Writing Report:

Date of Report:

Signature: _____

EXHIBIT E



YARMOUTH POLICE DEPARTMENT

OFFICER'S REPORT

Original CFS#: 2001014887 Actual Offense INTOXICATED PERSON

Date Received: 04-Jul-01 Wed

Name of Place:

St#: Address:

Time Received: 7:54 PM

Mattachee Rd

Additional Offenses

Suspect Name(s):

Officer Responding

Time Dispatched: Time Arrived: Time Cleared:

Off. T. Hennessey

7:55 PM

8:03 PM

8:12 PM

Narrative:

On the above date and time, while on patrol I was dispatched to 47 Mattachee Rd in South Yarmouth, the residence of Louis Nickinello Jr. Louis Nickinello reported that a neighbor, Martin Galvin, was intoxicated and causing some type of problem in the neighborhood. Patrol Officers of YPD have previously been advised of ongoing problems the Nickinello family have been having with Mr. Galvin.

I arrived at the Nickinello residence a few minutes after being dispatched. I entered the residence and spoke with Louis Nickinello Jr. who gave the following version of the incident:

Lou and his two daughters, ages 9 and 8, were in their back yard while Lou was cooking on the barbecue grill. He heard a banging noise coming from the side of his yard and looked over to see Martin Galvin standing on the other side of a fence. Galvin was striking the fence. At the time, Lou Nickinello was unsure if Mr. Galvin was kicking the fence, punching it, or using some object to strike it. From where we were standing in the Nickinello yard, we did not see any damage to the fence. (See Sgt. McIsaac's report, incident # 20010114939 regarding damage). Lou yelled to Mr. Galvin to stop hitting the fence, at which time Mr. Galvin responded by yelling "Fuck You" repeatedly. Lou Nickinello's daughters were still present and heard Mr. Galvin's cursing, as well as his threat " I'll get you...you'll get yours". Other residents of the neighborhood came out and attempted to get Mr. Galvin to return to his family's house on Eldridge Rd, one street over from Mattachee Rd. Mr. Galvin then walked through yards to return to Eldridge Rd. Lou Nickinello advised that Mr. Galvin appeared highly intoxicated.

I then left the Nickinello residence and drove to Eldredge Rd to speak with Mr. Galvin. As I turned onto Eldredge Rd I observed Martin Galvin and his elderly mother standing at the roadside a few houses down from their own house. I drove up to them, parked my cruiser, exited and approached them. Mr. Galvin did indeed appear very drunk, swaying side to side while standing in place. His eyes were glassy and there was a strong odor of alcoholic beverage coming from his person. I asked Mr. Galvin if he had threatened Lou Nickinello and he claimed he did not. I asked him if he swore at him and he again claimed that he did not. Mr. Galvin's speech at this time was very thick-tongued and slurred. As I was speaking with Mr. Galvin, his mother stated to me " This is a family problem...we'll take care of it." Also, as I was speaking with Martin Galvin, his brother Dennis Galvin approached us. Dennis Galvin stated that their family would take care of Martin Galvin. I stated to the Galvin family that they had not done a proper job of keeping Martin Galvin under control prior to my arrival, and that I had serious doubts about their ability to control Martin Galvin's behavior for the rest of that evening. I informed them that Martin was highly intoxicated, had already caused one disturbance and was so intoxicated that he was a threat to himself or someone else. I reached my right hand towards Martin Galvin, took hold of his left arm and informed him that I was placing him in protective custody. Dennis Galvin began to reach towards me and stated " No, don't do that." Dennis proceeded to step towards me until he was approximately 2 feet away from me. It was obvious that Dennis was unhappy with the course of action I had decided to take. He

reached out and put a hand on my arm. I immediately, in a loud and authoritative voice, informed Mr. Dennis Galvin that if he attempted to touch me or interfere with me I would immediately arrest him. Although he was hostile towards me during this incident, Dennis Galvin did not at any time show any signs of intoxication.

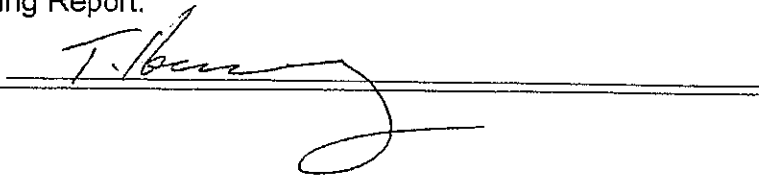
After Martin Galvin was handcuffed Dennis Galvin stated "That little prick..." which I believe was a reference to Lou Nickinello Jr. He further stated that he would be contacting his lawyer. I informed the Galvins that Martin would be released when he was sober. R.O. Holmes transported Mr. Galvin to YPD.

I then returned to the Nickinello residence to advise Lou of the situation. Lou Nickinello JR stated that he feared that Mr. Galvin would attempt some type of retribution because of this. At the time, both Lou Jr. and I were unaware of the property damage, thus no further action was taken.

Officer Writing Report:

Date of Report:

Signature



8/1/01

EXHIBIT F

424 Route 28, West Yarmouth, MA 02673
Phone 508.775.0445 ext. 115
Fax 508.862.2721

**Office of the Chief
Yarmouth Police
Department**

Fax



To: MR. FRANK LOMBARDI From: Chief Peter L. Carnes LT. Nardone
Fax: _____ Pages: 9
Phone: _____ Date: _____
Re: MARTIN J. GARVIN JR
☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ See Attached
• Comments: _____

CONFIDENTIAL

*****LAW ENFORCEMENT USE ONLY*****

The documents accompanying this fax transmission contains information from the Yarmouth Police Department which may be CONFIDENTIAL AND/OR PRIVILEGED. The information is intended to be for the use of the individual or entity named on this transmittal sheet. If you are not the intended recipient, be aware that any misuse of this information is strictly PROHIBITED.

"COMMITTED TO OUR COMMUNITY"

KW0079



Peter L. Carnas
Chief of Police

YARMOUTH POLICE DEPARTMENT

"Committed To Our Community"

424 Route 28 West Yarmouth, Massachusetts 02673-4796
Telephone (508) 775-0445 - Fax (508) 775-4997
www.yarmouthpolice.com

Steven G. Xiarhos
Lieutenant

TO: All Sergeants and Officers
FROM: Lt. Steven Xiarhos
RE: **MARTIN J. GALVIN JR.**
DATE: 7/5/01

CONFIDENTIAL

INCIDENT SYNOPSIS

Martin J. Galvin Jr. has been harassing the Nickinello family again. On Wed 7/4/01 at 1930, Galvin went to Patrol Officer Nickinello's home and made threats and vandalized some property. Galvin was heavily intoxicated and was verbally abusive to both of Patrol Officer Nickinello's daughters.

YPD responded and placed Galvin in protective custody.

Galvin is an alcohol abuser with 2 previous OUI arrests by YPD.

Please keep watch of the Nickinello property and be alert for Mr. Galvin.

See report 2001014939 7/4/01 for additional details.

Waterbury PD contacted. Galvin is Wilby High School principal in Waterbury.

DESCRIPTION OF SUBJECT

MARTIN J. GALVIN JR. WM AGE 56
5-10 180 SALT/PEPPER HAIR AND BEARD
21 Coniston Ave Waterbury, CT

Possible Local Address:
Room 2 Riverview Annex SY
46 Eldredge Rd. SY

Galvin has no active MA or CT driver license

Galvin has active CT License to Carry

KW0080

CFS#: 2001014887

TYAR

209A Involved?:

Citation #

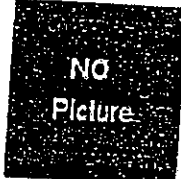
Yarmouth Police Department

Protective Custody

Arrest Date: Arrest Time
7/4/01 20:15Booking Date / Time:
7/4/01 20:18

Arr. Location Eldridge Rd South Yarmouth

Inc Location: Mattakesse Rd South Yarmouth

Last Name: Galvin	First Name: Martin	Middle Name: Joseph	Age: 56	Race: White	<div style="text-align: center;"> CONFIDENTIAL </div> <div style="text-align: center;">  </div>
Alias: None	Birthplace: Waterbury Ct		Gender: Male	Complexion: Fair	
Address: 21 Coniston Ave	City: Waterbury	State: CT	Hair: White	Facial Hair: Mustache	
SSN: 041-36-2660	DOB: 3/6/45	Phone: (203) 753-5390	Zip: 06708	Eyes: Blue	
ID Marks: Dark birthmark on left leg	Other Description:		Glasses?:	Build: Medium	Handed: Right
Clothing: Tee Shirt, Dockers	Marital Status: Separated		Gang Affiliation: none	Medication Prescribed: zental	Ht: 5-10
				Wt: 180	

Mother's Maiden Name:
JoyceFather's Name:
Martin

Spouse:

Property:

Brown Wallet With Contents, Pager, Brown Belt, Shoes

Paper Money
\$150.00

The above is the list of my property:

I have received the above listed property:

Arresting Officer:
Off. T. HennesseyReporting Officer:
Off. T. HennesseyBooking Officer:
Off. C. ZahigianSearched By:
Off. C. ZahigianPut In Cell By:
Off. C. ZahigianCell#:
1

Informed Of Rights:

Fingerprinted?:
NoBreathalyzer Given?
YesResults:
.21/.15/.21Breathalyzer Operator:
Sgt. F. Hennessey

Have you ever attempted Suicide?

no

Are you contemplating suicide now?

No

Detox Notified?:

Yes

Taken to Detox?:

No

Detox Telephone Number:

771-6640

Injured

No

Type of Injury

Offered Med Atten

Name of Hospital:

Type of Force?: Injury Due to Force

Occupation:

High Principal

Company Name:

Wilby H>s

Work/School Address:

Waterbury, Ct

School/Work Phone:

(203) 574-8102

Ch. 276-33a Right to a telephone: The police official in charge of the station or other place having a telephone wherein the person is held in custody, shall permit the use of the telephone at the expense of the arrested person, for allowing the arrested person to communicate with his/her family or friends, or arrange for release on bail, or engage the services of an attorney. Any such person will be informed forthwith upon his arrival at such station or place of detention, of his right to use the telephone, and shall be permitted within one hour thereafter.

I have been advised of my rights to use a phone.

Phone Used: Phone Used Time:

No

The Yarmouth Police Department will not hold a juvenile for court if the period of his/her detention will exceed six (6) hours. If the juvenile is ordered to be held for more than six (6) hours, a juvenile detention facility must be called and the juvenile must be transported accordingly. There are NO EXCEPTIONS to this rule.

JUVENILE DATA

Adult Notified

Relationship:

Adult Address:

Adult Phone:

Notified By:

Date:

Time:

Juvenile Probation Officer:

DSS:

Date Juv. Placed in Cell: Time Juv. Placed in Cell: Date Juv. Out of Cell: Time Juv. Out of Cell: Total Time:

BOP Done?:

Q2 Results:

Q5 Results:

Q5 Number:

Court:

Disposition:

Bailed By/Released To:

Released By:

Date Released: Time Released:

Released

KDM 1592

7/5/01 0900

Comments At Time of Booking:

CONFIDENTIAL

KW0082



GALVIN, MARTIN J 7-4-01
2001014887

CONFIDENTIAL

KW0083

Date Rec.	Time Rec.	CFS#	Dispatcher	Shift Supervisor	Shift
Jul 04, 2001	19:54	2001014887	Off. D. Mason	Sgt. F. Hennessey	E
Code	Reported Incident	Actual Incident	How received?		
650	INTOXICATED PERSON	INTOXICATED PERSON			
Name of Place	Street #	Name of Street	Apt	Phone	
		Mattachee Rd			Business
Unit	Primary Officer	Dispatch Time	Arrival Time	Cleared Time	Disposition
8	Off. T. Hennessey	19:55	20:03	20:12	Click Here to ENTER Person Data
Unit 2	Back Up #2	Dispatch Time	Arrival Time	Cleared Time	Click Here to REVIEW Person Data
17	Off. D. Dickey	19:55	20:03	20:12	
Unit 3	Back Up #3	Dispatch Time	Arrival Time	Cleared Time	
22	Res. Off. R. Holmes	20:12	20:12	20:12	
Comments	Notification		Priority		
			3		
Martin Galvin and Dennis Galvin in area intoxicated and making threats to cause damage to property at 45 and 47 Mattachee Road. Martin Galvin taken into PC and Dennis Galvin issued trespass warning.					
Arrest Data - Name, Address, Charges					
Incident Reference Number					
Zip					
02673					

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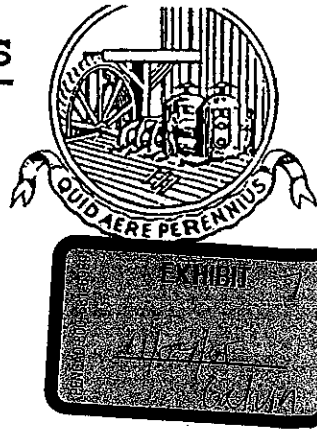
KW0084

EXHIBIT G



Waterbury Public Schools

236 Grand St., Waterbury, Ct. 06702
(203)574-8004 Fax (203)574-8010



David L. Snead, Ph.D.
Superintendent

CONFIDENTIAL

July 10, 2001

Via Certified and First Class Mail

Martin J. Galvin, Ed.D.
21 Coniston Avenue
Waterbury, CT 06708

Dear Dr. Galvin:

On Friday, July 6, 2001, I was notified that the Yarmouth, MA. Police Department had arrested you for threatening and for malicious destruction/vandalism.

The Yarmouth police have reported to us that on or about 7:30 p.m. on July 4, 2001, you went to the home of a former neighbor, and made threats to him in front of his children aged 8 and 9. These threats included the use of abusive and profane language. It is further reported you were heavily intoxicated and that you vandalized property including a fence and patio chair.

As a result of this conduct, police were called and you were arrested and placed into protective custody. Please be advised that these criminal charges, if true, result in questions relative to your employment in the Waterbury Public Schools.

I would like to give you an opportunity to discuss this matter as soon as possible. Please contact me when you receive this letter to arrange a meeting. You are entitled to SAW representation at this meeting if you so choose.

Very truly yours,

A handwritten signature in cursive script, reading "David L. Snead".

David L. Snead, Ph.D.,
Superintendent of Schools

DLS/bb

KW0085

EXHIBIT H

CONFIDENTIAL

SETTLEMENT AGREEMENT

This Settlement Agreement, dated June 11, 2003, is made by and among the School Administrators of Waterbury (hereinafter, "SAW"), Dr. Martin J. Galvin (hereinafter, "Dr. Galvin"), and the Waterbury Board of Education (hereinafter, "Board") in light of the following circumstances:

WHEREAS, on or about April 30, 2002, SAW filed grievance #2001-2002-06, alleging that the Superintendent of Schools had arbitrarily and capriciously transferred Dr. Galvin from his longstanding position as principal of Wilby High School to a position of principal of the Waterbury Adult Education Program;

WHEREAS, the Board denies that it violated the collective bargaining agreement as alleged by SAW in the grievance;

WHEREAS, the Board and SAW desire fully and finally to settle this grievance;

NOW, THEREFORE, in consideration of mutual promises and covenants contained in this Agreement, the Board and SAW agree as follows:

1. Said grievance shall be withdrawn by Dr. Galvin and SAW with prejudice;
2. The Board shall not reduce Dr. Galvin in status or pay (except as may otherwise be permitted by State statute for competency or discipline reasons) during the 2003-2004, 2004-2005, and 2005-2006 school years;
3. This Settlement Agreement shall neither be asserted by the other party as a precedent or past practice in the future if similar circumstances arise, nor shall it be considered to constitute an amendment to the parties' current collective bargaining agreement. Further, SAW agrees that the Board has the right to involuntarily transfer administrators pursuant to Article VII, Section 1, provided such transfer results in no reduction of pay or status;
4. Dr. Galvin understands that he is responsible for the oversight of the entire Adult Education program, and that he shall attend a meeting with the Superintendent of Schools, David Snead; Assistant Superintendent, Paul Sequeira; Chief Operating Officer, Paul Guidone; and Board President, Mary White, to discuss job expectations.

SCHOOL ADMINISTRATORS
OF WATERBURY

By: Forest Belval
Forest Belval, Its President

Date: 6/11/03

DR. MARTIN J. GALVIN

Martin J. Galvin
Date: 6-11-03

WATERBURY BOARD OF EDUCATION

By: [Signature]
Date: 6/11/03

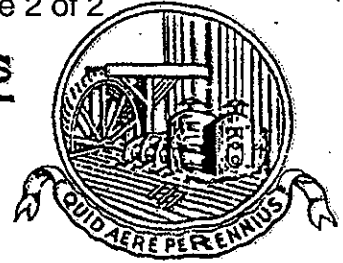
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EXHIBIT I



Waterbury Public Schools

236 Grand St., Waterbury, Ct. 06702
(203)574-8004 Fax (203)574-8010



David L. Snead, Ph.D
Superintendent

DATE: May 20, 2002

TO: Martin Galvin, Ed.D.,
Principal, Adult Education

FROM: *DK* David L. Snead, Ph.D.,
Superintendent of Schools

SUBJECT: Statement of reasons for your involuntary transfer from Principal, Wilby High School to Principal, Adult Education.

This memorandum responds to your memo dated April 29, 2002 requesting a written statement of the reasons for the implementation of the above-referenced transfer. My decision to transfer you was made for the best interests of the school-system. In light of the recent report of the New England association of Schools and Colleges, it has become evident to me that a change in leadership was necessary at Wilby High School.

The NEASC reports describes the following concerning the leadership and organization of Wilby High School:

1. Lack of vision and leadership at the school.
2. Teachers' perception that they are left out of the decision-making process.
3. Lack of regularly scheduled faculty meetings.
4. The length of time that it takes to resolve student scheduling conflict.
5. Lack of teacher collaboration across departments.
6. Lack of acknowledgement of teacher's accomplishments.

I recognize that many other deficiencies were cited in the NEASC report that may not be directly related to the school's leadership.

Nonetheless, I share some of these same concerns about Wilby High School's leadership and I feel your skills are better suited to the Adult Education Program, which has been without a permanent principal for over a year.

**DEFENDANT'S
EXHIBIT**

14
LAB 2.8.6

Wtby000274